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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

FRANCHESCA FORD, individually,
and on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

CEC ENTERTAINMENT, INC., a
Kansas corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 3:14-cv-01420-RS

~~PROPOSED~~ ORDER GRANTING THE
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

Date: August 11, 2016
Time: 1:30 p.m.
Place: Courtroom 3

ORDER

This matter came before the Court on August 11, 2016 for a hearing on the Motion for Final Approval of Class Action Settlement. Due and adequate notice having been given to Class Members as required by the Court's March 28, 2016 Preliminary Approval Order, and the Court having considered all papers filed and proceedings herein, and having received no objections to the settlement, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order and in the transcript of the proceedings of the Preliminary Approval hearing, which are adopted and incorporated herein by reference, this Court finds that the requirements of Rule 23 have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Amended Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement"), together with the definitions used therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Notice of Class Action Settlement ("Class Notice") fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied with the laws of the United States of America and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

1 6. The Court has considered all relevant factors for determining the fairness
2 of the settlement and has concluded that all such factors weigh in favor of granting final
3 approval. In particular, the Court finds that the settlement was reached following
4 meaningful discovery and investigation conducted by Class Counsel; that the settlement
5 is the result of serious, informed, adversarial, and arm's-length negotiations between the
6 Parties; and that the terms of the settlement are in all respects fair, adequate, and
7 reasonable.

8 7. In so finding, the Court has considered all evidence presented, including
9 evidence regarding the strength of Plaintiff's case; the risk, expense, and complexity of
10 the claims presented; the likely duration of further litigation; the amount offered in
11 settlement; the extent of investigation and discovery completed; and the experience and
12 views of counsel. The Parties has provided the Court with sufficient information about
13 the nature and magnitude of the claims being settled, as well as the impediments to
14 recovery, to make an independent assessment of the reasonableness of the terms to
15 which the Parties have agreed.

16 8. Accordingly, the Court hereby approves the settlement as set forth in the
17 Settlement Agreement and expressly finds that the settlement is, in all respects, fair,
18 reasonable, adequate, and in the best interests of the entire Settlement Class and hereby
19 directs implementation of all remaining terms, conditions, and provisions of the
20 Settlement Agreement. The Court also finds that settlement now will avoid additional
21 and potentially substantial litigation costs, as well as delay and risks if the Parties were to
22 continue to litigate the case. Additionally, after considering the monetary recovery
23 provided by the settlement in light of the challenges posed by continued litigation, the
24 Court concludes that the settlement provides Class Members with fair and adequate
25 relief.

26 9. The Settlement Agreement is not an admission by Defendant or by any
27 other released party, nor is this Order a finding of the validity of any allegations or of any
28 wrongdoing by Defendant or any other released party. Neither this Order, the Settlement

1 Agreement, nor any document referred to herein, nor any action taken to carry out the
2 Settlement Agreement, may be construed as, or may be used as, an admission of any
3 fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant
4 or any of the other released parties.

5 10. Final approval shall be with respect to: All current and former hourly
6 employees employed by Defendant in California in non-exempt positions at any time
7 from January 27, 2010 through March 24, 2016.

8 11. Plaintiff Franchesca Ford is a suitable representative and is hereby
9 appointed the representative for the Settlement Class. The Court finds that Plaintiff's
10 investment and commitment to the litigation and its outcome ensured adequate and
11 zealous advocacy for the Settlement Class, and that her interests are aligned with those
12 of the Settlement Class.

13 12. The Court finds that the attorneys at Capstone Law APC have the requisite
14 qualifications, experience, and skill to protect and advance the interests of the Settlement
15 Class. The Court therefore finds that Capstone Law APC satisfies the professional and
16 ethical obligations attendant to the position of Class Counsel, and hereby appoints
17 Capstone Law APC as counsel for the Settlement Class.

18 13. The settlement of civil penalties under PAGA in the amount of \$5,000 is
19 hereby approved. Seventy-Five Percent (75%), or \$3,750, shall be paid to the California
20 Labor and Workforce Development Agency. The remaining Twenty-Five Percent
21 (25%), or \$1,250, will be allocated to participating Class Members.

22 14. The Court approves claims administration expenses in the amount of
23 \$69,043.

24 15. Defendant shall pay Class Members pursuant to the procedure described in
25 the Settlement Agreement. Defendant shall have no further liability for costs, expenses,
26 interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
27 in the Settlement Agreement.

28 16. All Class Members were given a full and fair opportunity to participate in

1 the Approval Hearing, and all members of the Settlement Class wishing to be heard have
2 been heard. Members of the Settlement Class also have had a full and fair opportunity to
3 exclude themselves from the proposed settlement and the class. Accordingly, the terms
4 of the Settlement Agreement and of the Court's Order shall be forever binding on all
5 Class Members who did not timely and properly opt out of the settlement. These Class
6 Members have released and forever discharged the Defendant for any and all Released
7 Claims.

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9 **IT IS SO ORDERED.**

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11 Dated: 11/18/2016



12 Hon. Richard Seeborg
13 United States District Judge
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